

**EXHIBIT 4**

Brandon LEM



Rebekah Ballard/Big Lots  
01/19/2009 02:57 PM

To Vince Cattano/Big Lots@Big Lots, Kathleen Hupper/Big  
Lots@Big Lots, Jeff Dummermuth/Big Lots@Big Lots, Jim  
Diebold/Big Lots@Big Lots, Dave Willyerd/Big Lots@Big  
cc Les Aronowicz/Big Lots@Big Lots, Loyd Barron/Big  
Lots@Big Lots

bcc

Subject Big Lots #560 - Brandon, FL

Per the First Lease Modification Agreement dated January 19, 2009, the Lease for the above location has been modified as follows:

**NEW DEVELOPMENT:** We have consented to Landlord's plan to lease a total of 10,100 square feet of retail space to Family Dollar Store. In the event the Family Dollar Store exceeds the 10,100 square foot requirement, we may pay in lieu of minimum rent, percentage rent and other charges payable hereunder including additional rent (all of which shall abate during any period that such store is in violation) a monthly rent equal to 50% of the minimum rent provided under this Lease.

**OPTIONS:** 2, 5 year terms, referred to as the Third and Fourth Option Terms, have been granted and may be exercised upon 120 days advance written notice.

<b>MINIMUM RENT:</b>	<b>Third Option Term:</b>	\$144,767.70 per year; \$12,063.98 per month
	<b>Fourth Option Term:</b>	\$159,390.70 per year; \$13,282.56 per month

<b>CAM:</b> Fixed at the following:	<b>Third Option Term:</b>	2/1/12 - 1/31/13 \$1.30 psf
		2/1/13 - 1/31/14 \$1.36 psf
		2/1/14 - 1/31/15 \$1.42 psf
		2/1/15 - 1/31/16 \$1.48 psf
		2/1/16 - 1/31/17 \$1.54 psf
		2/1/17 - 1/31/18 \$1.60 psf
	<b>Fourth Option Term:</b>	2/1/18 - 1/31/19 \$1.66 psf
		2/1/19 - 1/31/20 \$1.72 psf
		2/1/20 - 1/31/21 \$1.78 psf
		2/1/21 - 1/31/22 \$1.84 psf

<b>PERCENTAGE RENT BREAKPOINT:</b>	<b>Third Option Term:</b>	\$5,790,708.00 per year
	<b>Fourth Option Term:</b>	\$6,375,628.00 per year

**PYLON SIGN:** We have the right to install and maintain our sign panel with in the top one-half portion of the existing pylon as indicated on Exhibit A.

Please adjust your records to reflect these changes.

Thanks!

Rebekah Ballard  
Lease Administration Supervisor  
Big Lots Stores, Inc.  
(614) 278-6743 Phone  
rballard@biglots.com

\*Adjustments to invoices or requests for additional information does not waive our right to conduct an audit in the future.\*

**FIRST LEASE MODIFICATION AGREEMENT**

THIS FIRST LEASE MODIFICATION AGREEMENT, made and entered into this 19<sup>th</sup> day of July, 2008 (the "Agreement"), by and between Charles J. Bickimer & Raymond A. Bichimer c/o Bruce Strumpf, Inc., whose business address is 314 S. Missouri Ave Suite #305 Clearwater, FL 34616 (hereinafter referred to as "Landlord") and Big Lots Stores, Inc., an Ohio corporation, fka Consolidated Stores Corporation, whose mailing address is 300 Phillipi Road, Department 10051, Columbus, Ohio 43228-0512 (hereinafter referred to as "Tenant").

**WITNESSETH**

WHEREAS, Landlord and Tenant have heretofore entered into a Lease, dated February 6, 1997, (the "Lease") for approximately 29,246 square feet of retail space known as Kings Row Shopping Center located at 843 West Bloomingdale Avenue at Kings Avenue, Brandon, Florida, 33511 as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant now desire to amend the Lease to confirm Tenant's consent to Landlord leasing space in the Shopping Center to "Family Dollar Store" retailer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended as follows:

1. Notwithstanding any restrictions contained in the Lease, Tenant consents to Landlord's plan to lease a total of 10,100 square feet of retail space in the Shopping Center to one (1) "Family Dollar Store" in the location indicated on Exhibit A, attached hereto and made a part hereof.
2. In the event the Family Dollar Store exceeds the 10,100 square foot requirement set forth above, Tenant may pay, in lieu of Guaranteed Minimum Rent, Percentage Rent and other charges payable hereunder including Additional Rent (all of which shall abate during any period that such store is in violation) a monthly Rent equal to fifty percent (50%) of the Guaranteed Minimum Rent provided under this Lease. Failure to exercise this right shall not waive Tenant's continuing right to do so as long as the Family Dollar Store is operating in violation of the terms of this Agreement. At such time that the Family Dollar Store ceases to operate in violation of the terms of this Agreement, all abatements hereunder shall cease, and Tenant shall resume paying all monetary charges due hereunder.
3. Tenant's grant of this consent shall not be interpreted as a waiver of any other covenant or condition in the Lease shall not be considered a general waiver of any rights thereunder, nor shall Tenant be obligated to grant any additional consent in the future.
4. Landlord hereby grants to Tenant two additional options to extend the term of the Lease each for a period of five years (the "Third Option Term and Fourth Option Term"). The Third Option Term shall commence, if exercised, at the end of the current term, at Guaranteed Minimum Rent of One Hundred Forty Four Thousand Seven Hundred Sixty Seven and 70/100 Dollars (\$144,767.70) per annum payable in equal monthly installments of Twelve Thousand Sixty Three and 98/100 Dollars (\$12,063.98). The Fourth Option Term shall commence if exercised, at the end of the Third Option Term, at Guaranteed Minimum Rent of One Hundred Fifty Nine Thousand Three Hundred Ninety and 70/100 Dollars (\$159,390.70) per annum payable in equal monthly installments of Thirteen Thousand Two Hundred Eighty Two and 56/100 Dollars (\$13,282.56). Tenant's prorata share of Common Area charges shall be fixed according to the formula set out in section 5D of the Lease for each Lease Year of the Third and Fourth Option Terms. Percentage

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Rent during the Third and Fourth Option Terms shall be two and one-half percent (2 1/2 %) of the amount of Tenant's Gross Sales in excess of \$5,790,708.00 per Lease Year during the Third Option Term and \$6,375,628.00 per Lease Year during the Fourth Option Term. Tenant may exercise this option to extend by providing to Landlord written notice of its intent at least one hundred twenty (120) days prior to the expiration of the current term for the Third Option Term and one hundred twenty (120) days prior to the expiration of the Third Option Term.

5. Tenant shall have the right to install and maintain its sign panel within the top one-half (1/2) portion of the existing pylon as indicated on Exhibit A attached hereto.

Except as herein modified, all other terms, conditions, covenants, agreements, and capitalized terms of the Lease are hereby incorporated herein by reference and shall control and govern. Unless otherwise defined herein, all capitalized terms shall have the same meaning as defined in the Lease.

In the event there is a conflict between the terms and provisions of this Agreement and the original Lease or any subsequent extension and/or modification agreement prior to the date of this Agreement, the terms and provisions of this Agreement shall control.

This Agreement shall bind and inure to the benefit of the successors and assigns of Landlord and the successors and assigns of Tenant.

Landlord and Tenant each represent and warrant to the other that the individual executing this Agreement on its behalf is duly authorized to so execute and deliver this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

The submission by Tenant to Landlord of this Agreement shall have no binding force or effect, shall not constitute an option for leasing, nor confer any rights or impose any obligations upon either party until the execution thereof by Landlord and Tenant and the delivery of a fully executed original counterpart thereof to Tenant.

If Landlord fails to return fully executed copies of this Agreement within ten (10) days after execution by Tenant ("Execution Date"), the Tenant may terminate this Agreement by written notice to Landlord at any time after the Execution Date.

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Agreement to be executed as of the date first written above.

**WITNESSES:**

**LANDLORD.**

Charles J. Bickimer & Raymond A. Bichimer

*Lisa D. Hawkins*

*Sonnie M. Quiser*

*Raymond A. Bichimer*  
By: \_\_\_\_\_  
Its: owner

*Kevin R. Day*

*[Signature]*

**TENANT: Big Lots Stores, Inc.**  
an Ohio corporation

*Kevin R. Day*  
By: Kevin R. Day  
Its: Vice President

(Acknowledgements on following page.)



BL #560

(Landlord's Acknowledgement)

STATE OF Florida  
County of Pineellas

Before me, a Notary Public, in and for said State and County, personally appeared the above named Landlord, \_\_\_\_\_, by Raymond C. Bichimer, its owner who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him/her personally and of said officer.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal, at Cleawake, FL, this 12th day of Jan, 2009.

Lois D. Hawkins  
Notary Public

(Tenant's Acknowledgement)

STATE OF OHIO )  
 )ss  
County of Franklin )

Before me, a Notary Public, in and for said State and County, personally appeared the above named Tenant, **Big Lots Stores, Inc.**, by Kevin R. Day, its **Vice President**, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and of said officer.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal, at Columbus, Ohio, this 19 day of January, 2009.



KARLENE YAMAMOTO  
Notary Public, State of Ohio  
My Commission Expires 2/20/2012

[Signature]  
Notary Public

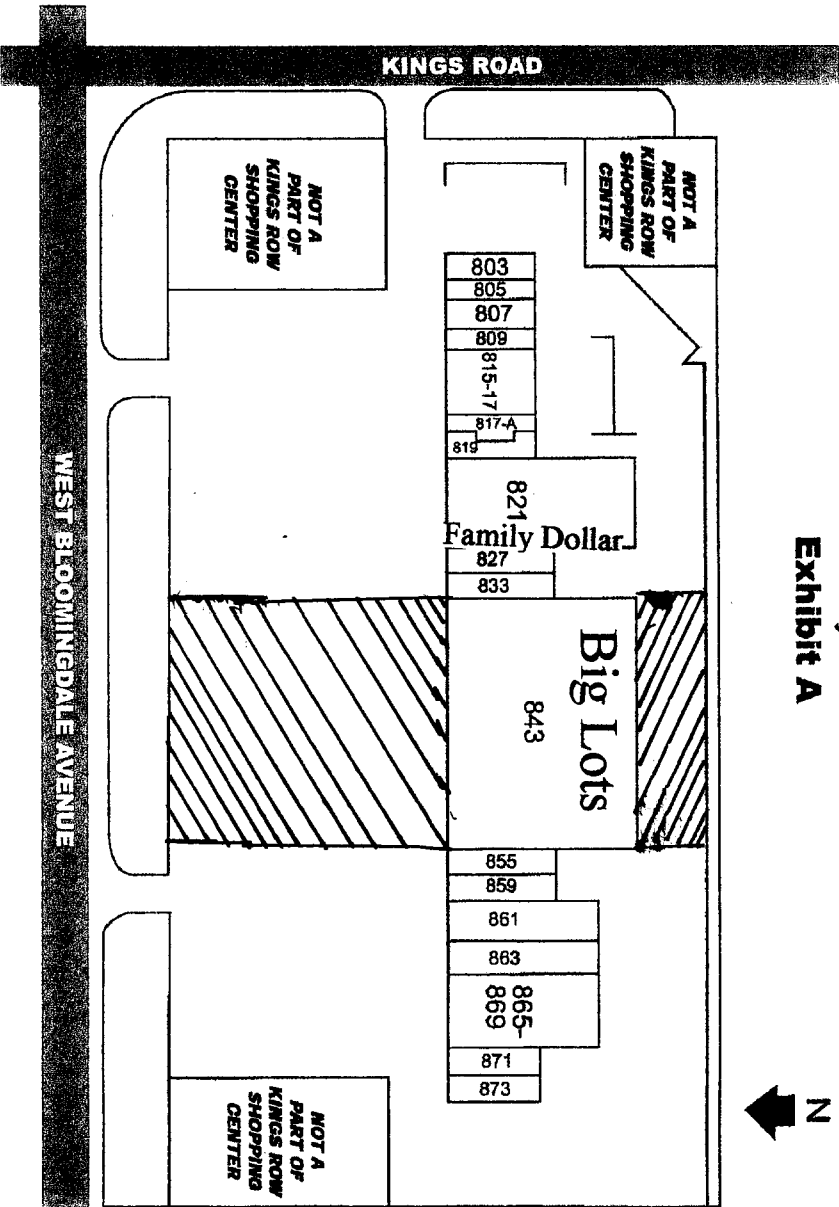
EXHIBIT A

SITE PLAN OF SHOPPING CENTER

TENANTS	
803	Nelson's One Hour Cleaners
805	Tina's Silks
807	Tina's Silks
809	Guy's 'N Dolls
815-17	K Breeze Indoor Putt Putt
817A	K Breeze Indoor Putt Putt
819	Hungry Howie's Pizza
821	Vacant
827	Pirate Cove Bar & Grill
833	Tio's Bakery & Kitchen
843	Big Lots #560
855	Jackson Hewitt Tax Service
859	Community Jewelry & Pawn
861	Vacant
863	Performance Computer Group
865-69	US Postal Service
871	Dragon City
873	Vacant

**Bruce Strumpf, Inc.**  
314 South Missouri Avenue • Suite 303  
Clearwater, FL 33756  
727-449-2020 • Fax 727-449-2212  
<http://www.brucestrumpf.com>

**Kings Row Shopping Center  
Brandon, Florida  
Exhibit A**



= No Build Area

**EXHIBIT B**

